

WATER SUPPLY SERVICES AGREEMENT

STAMP
DUTY
RM10.00

THIS AGREEMENT is made on _____ day of _____ 20____

BETWEEN

PENGURUSAN AIR SELANGOR SDN BHD (Company No.: 201401006213) having its registered address at Level 4, Air Selangor Head Office, Jalan Pantai Baharu, 59200 Kuala Lumpur (which is referred to as "Water Distribution Licensee") of the one part;

AND

.....(consumer name)
.....(Identity Card Number/Registration Number of Company/Organization) having
its address at

(which is referred to as "Consumer") of the other part, (both the Water Distribution Licensee and the Consumer may be referred to individually as "Party" or collectively as "Parties").

WHEREAS—

- A. The Consumer makes an application to the Water Distribution Licensee for supply of water to the Consumer's premises having its address at
.....
(which is referred to as "Consumer's Premises") in the water supply services application form specified in the Schedule (which is referred to as "Application Form").
- B. The Water Distribution Licensee agrees to supply water to the Consumer's Premises subject to the terms and conditions stated in this Agreement.

NOW THEREFORE IT IS HEREBY AGREED AS FOLLOWS:

PART A

INTERPRETATION

1. In this Agreement—

"high-rise building" means—

- (a) any high-rise residential building;
- (b) any multi-storey housing accommodation which is not intended to be subdivided under the Strata Titles Act 1985 [Act 318]; or
- (c) any multi-storey building for commercial, institutional, governmental and industrial purposes,

but does not include any gated community;

"common area" means any area which is not comprised in any parcel, and shall include all parking lots, landscaping area, playing fields, recreational area, stairways, walkways, corridors, elevator shaft, roofs, entrances, exits, lobbies, open spaces, walls, fences, swimming pools and all other areas used or capable of being used or enjoyed in common by all parcel owners;

"gated community" means any alienated land having two or more buildings held as one lot under final title (whether Registry or Land Office Title) which shall be capable of being subdivided into land parcels each of which is to be held under a strata title or as an accessory parcel under subsection 6(1A) of the Strata Titles Act 1985;

"management" means—

- (a) any developer prior to the formation of a joint management body or management corporation established under the Building and Common Property (Maintenance and Management) Act 2007 [Act 663] or management corporation established under the Strata Titles Act 1985;
- (b) a joint management body or its managing agent established or appointed, under the Building and Common Property (Maintenance and Management) Act 2007;
- (c) a management corporation or its managing agent or administrator established or appointed, under the Strata Titles Act 1985; or
- (d) any authorized person appointed under any other written law for the management of a high-rise residential building or gated community; and

"parcel" has the meaning assigned to it in section 2 of the Building and Common Property (Maintenance and Management) Act 2007.

PART B

CONSUMER'S OBLIGATION

2. ACCEPT AND PAY WATER SUPPLY RATES

- 2.1 In consideration of the supply of water by the Water Distribution Licensee to the Consumer's Premises, the Consumer shall pay the Water Distribution Licensee at the applicable water supply rates prescribed under the subsidiary legislation made under the Water Services Industry Act 2006 [Act 655].
- 2.2 The Consumer shall settle any sum of money payable to the Water Distribution Licensee for the supply of water within thirty days from the date of presentation of a bill.

3. SUPPLY OF WATER

- 3.1 The Consumer agrees to use the water supplied for the purposes stated in the Application Form.
- 3.2 The Consumer agrees not to—
 - (a) allow or cause any supply of water to be drained or conveyed or used outside the Consumer's Premises for the purposes other than the purposes specified by the Consumer, and except for extinguishment of fire; and
 - (b) misuse or waste or cause or permit to be misused or wasted any water supplied to the Consumer's Premises.
- 3.3 If the usage of the Consumer's Premises has been changed or the Consumer's Premises is under renovation, excluding minor renovation, the Water Distribution Licensee has the right to change the applicable water supply rates for the Consumer's Premises in accordance with the rates prescribed in any subsidiary legislation made under the Water Services Industry Act 2006.

3.4 If there is a change of ownership of the Consumer's Premises, the Consumer shall be liable to pay the Water Distribution Licensee all charges in respect of the water supply services to the Consumer's Premises accruing up to whichever of the following first occurs—

- (a) on the third working day after the Consumer has given notice of the change of ownership of the Consumer's Premises to the Water Distribution Licensee; or
- (b) on the date on which the subsequent owner, occupier or management body of the Consumer's Premises requests the Water Distribution Licensee to supply water to the premises.

4. PAYMENT OF CONNECTION COST AND WATER SUPPLY SERVICES DEPOSIT

4.1 The Consumer shall pay to the Water Distribution Licensee—

- (a) cost of installing communication pipe to connect public main to the Consumer's Premises and all water fittings for water supply;
- (b) water supply services deposit as prescribed in the First Schedule to the Water Services Industry (Water Services Deposits, Fees and Charges) Regulations 2014 [P.U. (A) 37/2014] before the connection is made and the water is supplied to the Consumer's Premises; and
- (c) additional deposit upon review of the water supply services deposit.

4.2 The deposit paid shall bear no interest upon reimbursement and shall not relieve the Consumer from the liability to settle any outstanding bill for the supply of water provided to the Consumer by the Water Distribution Licensee.

4.3 If the Consumer fails to settle any outstanding bill to the Water Distribution Licensee within thirty days from the date of presentation of the bill and after the expiry of fourteen days period of the disconnection notice given to the Consumer, the Water Distribution Licensee may disconnect the supply of water to the Consumer.

4.4 After the disconnection of supply of water under Clause 4.3, payment for any outstanding bill up to the date when the supply of water is disconnected may be deducted from the deposit.

5. RIGHT TO ENTER CONSUMER'S PREMISES

5.1 The Consumer shall allow the Water Distribution Licensee or any person authorized by the Water Distribution Licensee to enter the Consumer's Premises whenever required to carry out an inspection or any works relating to supply of water to the Consumer's Premises.

5.2 The Water Distribution Licensee shall, except in cases of emergency, give notice of not less than twenty-four hours before entering the Consumer's Premises to carry out the inspection or works relating to supply of water to the Consumer's Premises.

5.3 The Water Distribution Licensee shall give reasonable notice to the Consumer for the purpose of reading a meter located within the boundary of the Consumer's Premises.

5.4 The Consumer shall allow the Water Distribution Licensee or any person authorized by the Water Distribution Licensee to enter the Consumer's Premises in high rise building or gated communi-

ty for the purpose of reading an individual meter.

6. MAINTENANCE OF INTERNAL PIPING SYSTEM

6.1 The Consumer shall be responsible for the care and maintenance of the internal piping system in the Consumer's Premises including the service water pipe and shall bear the cost for the care and maintenance.

6.2 For high rise building and gated community, the Water Distribution Licensee shall be responsible for the care and maintenance up to the bulk meter and is limited to presenting the bill for the reading of the individual meter at the Consumer's Premises.

7. METER

7.1 The Consumer is prohibited from tampering with or causing the tampering of the meter or the sub-meter used to measure the water supplied to the Consumer's Premises.

7.2 If the Water Distribution Licensee finds difficulty in reading the meter in its original location due to any action or obstruction caused by the Consumer, the Water Distribution Licensee may re-locate the meter at the expenses of the Consumer.

7.3 The Consumer shall bear the cost of repairing or replacing any meter that is lost, damaged or destroyed—

- (a) if the meter is located within the boundary of the Consumer's Premises; or
- (b) if the individual meter at the Consumer's Premises is located in a high rise building or gated community.

8. INDEMNITY

Subject to the Water Services Industry Act 2006, the Consumer agrees—

- (a) other than due to any willful act or negligence of the Water Distribution Licensee, its workers, service providers, agents or representatives, to indemnify and keep indemnified the Water Distribution Licensee from and against all claims, actions, damages, court orders, proceedings, expenses and costs (including legal costs on a solicitors and client basis) instituted by a third party (including other consumers) against the Water Distribution Licensee, its workers or agents where the Water Distribution Licensee may become liable due to the execution of this Agreement;
- (b) that the Water Distribution Licensee, its workers, service providers, agents or representatives shall not be responsible or liable to the Consumer for any damages, injury or loss to Consumer's property or life unless such damages, injury or loss is proven to be caused by the willful act, negligence, omission or failure of the Water Distribution Licensee, its workers, service providers, agents or representatives to comply with any safety standards provided under any written laws; and
- (c) that the Water Distribution Licensee is not liable for any cost incurred, loss or damage to things, industry, product, property or life of the Consumer due to unforeseen accident, inconsistent pressure or supply of water, any damage or leakage to the internal piping system, fire or accident that may be caused by the supply of water or use of or misuse not caused by negligence or

willful act of the Water Distribution Licensee, its workers, service providers, agents or representatives.

PART C

OBLIGATIONS OF WATER DISTRIBUTION LICENSEE

9. ISSUANCE AND PRESENTATION OF BILL

9.1 The Water Distribution Licensee shall issue and present the bill for the supply of water or services rendered in connection with the supply of water to the Consumer.

9.2 The Water Distribution Licensee shall give thirty days from the date of presentation of the bill for the Consumer to make payment to the Water Distribution Licensee or any person authorized by the Water Distribution Licensee to collect the payment of bill from the Consumer.

10. READING OF BULK METER AND INDIVIDUAL METER AT HIGH RISE BUILDING AND GATED COMMUNITY

10.1 The provision of this Clause only applicable to a high rise building and gated community.

10.2 The Water Distribution Licensee shall, on the same day, read the bulk meter and the individual meter in a high rise building or gated community based on the following formula:

- (a) read the bulk meter and obtain the reading of the bulk meter (which is referred to as "M1");
- (b) read the individual meter at Consumer's Premises and obtain the reading of the individual meter (which is referred to as "M2"). The water supplied through M2 shall be paid by the consumer who is the holder of the respective individual meter account;
- (c) read the individual meter at common areas and obtain the reading of the individual meter (which is referred to as "M3"). The water supplied through M3 shall be paid by the Consumer who is the holder of the bulk meter account; and
- (d) the difference between M1 with M2 and M3 shall be paid by the Consumer who is the holder of the bulk meter account.

10.3 The owner of any parcel and the management of a high rise building or gated community shall be jointly liable to pay any water bill charges in relation to any common area in accordance with any agreement or arrangement entered into between the parcel owner and the management.

11. RECOVERY OF MONEY DUE

11.1 If the amount due under Clauses 4 and 9 is not paid by the Consumer, the Water Distribution Licensee may recover the outstanding amount through civil action in court or such other means as it deems fit and proper.

11.2 A written statement by an employee of the Water Distribution Licensee and certified accordingly by the Water Distribution Licensee or any person authorized by the Water Distribution Licensee specifying the outstanding amount due shall be prima facie evidence of the payment that has to be made by the Consumer under Clauses 4 and 9.

11.3 The civil action in court or any other means taken by the Water Distribution Licensee to recover the outstanding amount shall not prejudice the Water Distribution Licensee's rights to disconnect the supply of water.

12. DISCONNECTION OF WATER SUPPLY

12.1 The Water Distribution Licensee may disconnect the supply of water to the Consumer's Premises (including the supply through bulk meter or individual meter) by closing the service water pipe, severing the service water pipe, cutting off the supply of water, reducing the supply of water, reducing the pressure of the water supply or taking such other means it deems fit, if the Consumer—

- (a) fails to settle the amount for the—
 - (i) water that has been supplied;
 - (ii) services that has been provided in connection with supply of water; or
 - (iii) deposit required under Clause 4.1(c), within thirty days from the date of presentation of the bill;
- (b) allows or causes supply of water to be drained or conveyed or used outside the Consumer's Premises for purposes other than the purposes of this Agreement, and except for extinguishment of fire;
- (c) misuses or wastes or causes or permits the misuse or waste of any water supplied to the Consumer's Premises;
- (d) after agreeing to use water supplied for a specific use only, uses or causes or permits the water to be used for other purposes, except for extinguishment of fire; or
- (e) contravenes any provisions of the Water Services Industry Act 2006 or the subsidiary legislation made under the Act.

12.2 The Water Distribution Licensee shall not be liable for any damages (including damage to property) suffered by the Consumer or any other persons due to the disconnection of water permitted under the law.

12.3 If the Water Distribution Licensee—

- (a) disconnects the supply of water to the Consumer's Premises; and
- (b) the water is supplied to the Consumer's Premises and other premises wholly or partly through the same service water pipe, the Water Distribution Licensee may disconnect water supply to the other premises if the Consumer is also the occupier of the other premises.

12.4 For a high rise building and gated community, the Water Distribution Licensee may disconnect water supply to the bulk meter due to the circumstances provided in Clause 12.1(a) although there is no outstanding amount on the Consumer's individual meter account.

13. WATER SUPPLY DISCONNECTION NOTICE

13.1 The Water Distribution Licensee shall give a written water supply disconnection notice to the Consumer to remedy or rectify any default or contravention within fourteen days from the receipt of the water supply disconnection notice before the Water Distribution Licensee disconnects the supply of water under Clause 12.

13.2 Any payment required to be made within the

period specified in Clause 13.1 shall be paid through any manner provided by the Water Distribution Licensee.

13.3 The payment shall be accepted by the Water Distribution Licensee before the expiry of the period specified in the water supply disconnection notice.

13.4 The Consumer may submit any proof of payment to the Water Distribution Licensee within the period specified in the water supply disconnection notice.

13.5 If the Consumer fails to remedy or rectify the default or contravention after the expiry of the period specified in the water supply disconnection notice, the Water Distribution Licensee may disconnect the supply of water under Clause 12.

14. RECONNECTION OF WATER SUPPLY

14.1 The Water Distribution Licensee shall, within twenty four hours and in any event not later than two days from the date of full payment of the amount due under Clause 12.1(a), reconnect the supply of water to the Consumer's Premises, provided that the Consumer allows the Water Distribution Licensee to enter to the Consumer's Premises to carry out the reconnection works.

14.2 The Water Distribution Licensee shall be entitled to recover from the Consumer the cost for the disconnection of supply of water and the reconnection of supply of water prescribed in Part II of the Second Schedule to the Water Services Industry (Water Services Deposits, Fees and Charges) Regulations 2014.

15. REDUCTION OR CESSATION OF WATER SUPPLY

15.1 If the Suruhanjaya Perkhidmatan Air Negara gives an approval, the Water Distribution Licensee may—

- (a) reduce the quantity or pressure of water supplied to the Consumer if by reason of any circumstances beyond its control there is insufficient water to enable the full quantity to be supplied; or
- (b) temporarily cease the supply of water.

15.2 The Water Distribution Licensee shall not be liable for any damage to the Consumer or property for any reduction or cessation of water supply which is—

- (a) approved by the Suruhanjaya Perkhidmatan Air Negara;
- (b) due to circumstances or accident which is not the result of the Water Distribution Licensee own doing or conduct; or
- (c) due to unauthorized connection of equipment or water fittings.

15.3 Unless otherwise exempted or permitted under the Water Services Industry Act 2006 or the subsidiary legislation made under the Act, the Water Distribution Licensee shall take all necessary steps as may be required, including the supply of water by water tankers, to ensure that the Consumer within its water supply distribution area is supplied with water for the purposes of domestic use.

16. DISCONNECTION OF WATER SUPPLY ON DIRECTION OF SURUHANJAYA PERKHIDMATAN AIR NEGARA

The Water Distribution Licensee shall have the right to disconnect the supply of water to the Consumer's Premises on the direction of the Suruhanjaya Perkhidmatan Air Negara, if it appears to the Suruhanjaya Perkhidmatan Air Negara that the Consumer's Premises have been used or are about to be used for the commission of an offence under the Water Services Industry Act 2006 or the subsidiary legislation made under the Act or any other written laws or on such other grounds that the Suruhanjaya Perkhidmatan Air Negara deems fit.

17. COLLECTION OF SEWAGE CHARGES BY WATER DISTRIBUTION LICENSEE

The Water Distribution Licensee authorized by a sewerage services licensee to demand, collect and retain all prescribed rates and charges for and on behalf of the sewerage services licensee shall be entitled to recover the outstanding amount through a civil action in court and disconnect supply of water to the Consumer's Premises if the Consumer fails to pay the rates and charges.

18. DEALING WITH CONSUMER

The Water Distribution Licensee has a general obligation—

- (a) to deal with Consumers reasonably; and
- (b) to handle Consumer complaints satisfactorily.

19. CONSUMER'S PERSONAL DATA

19.1 The Water Distribution Licensee shall process the following personal data provided by the Consumer or service providers appointed by the Water Distribution Licensee:

- (a) name, company, or organization of the Consumer;
- (b) identity card number or registration number;
- (c) contact details of the Consumer such as address, telephone number, facsimile number and email address;
- (d) water supply account details; and
- (e) other personal data or data derived from any legal documents provided by the Consumer including sale and purchase agreement, tenancy agreement, letter of administration, grant of probate, power of attorney, birth certificate and death certificate.
(collectively referred to as "Consumer's personal data").

19.2 The Water Distribution Licensee may process the Consumer's personal data for the following purposes:

- (a) to provide water supply services to the Consumer;
- (b) to maintain the water supply system;
- (c) to process water data;
- (d) to read the meter and to issue a water bill to the Consumer and to collect the water supply services charges;
- (e) to maintain customer service database and for provision of any customer services;
- (f) for research purposes including historical and statistical record keeping;
- (g) to meet legal and statutory requirements; and

- (h) to investigate complaints and offences.
- 19.3 The Water Distribution Licensee may disclose Consumer's personal data for the purposes set out in Clause 19.2 to—
- (a) agents and service providers (including those located overseas) supplying services relating to the purpose for which the personal data is provided;
 - (b) third party (including those located overseas) supplying data processing services;
 - (c) lawyers, debt collection agencies and credit reporting agencies appointed by the Water Distribution Licensee, if there is a default in payment of any water supply services charges imposed by the Water Distribution Licensee;
 - (d) any person who is under a duty of confidentiality who has undertaken to keep such data as confidential data; and
 - (e) water supply services licensee and sewerage services licensee.
- 19.4 The Water Distribution Licensee may disclose the Consumer's personal data if required to do so under any law or in good faith if such action is necessary—
- (a) to comply with the requirements of any regulatory body, law enforcement agency, court order or legal process; and
 - (b) to defend and protect the rights or property of the Water Distribution Licensee.
- 19.5 The Consumer may make any enquiries, complaints or request to access or to correct the Consumer's personal data. Any request to access or to correct the Consumer's personal data may be subject to a fee and shall comply with the provisions of the Personal Data Protection Act 2010 [Act 709].
- 19.6 The Consumer may elect to limit the rights of the Water Distribution Licensee to process the Consumer's personal data and shall inform the Water Distribution Licensee in writing.

PART D

GENERAL

20. TERMINATION OF WATER SUPPLY SERVICES AND TERMINATION OF AGREEMENT AT THE REQUEST OF THE CONSUMER

- 20.1 The water supply services to the Consumer's Premises may be terminated by the Water Distribution Licensee at the request of the Consumer in the form provided by the Water Distribution Licensee and the Consumer shall give at least three days notice (excluding weekly holiday and public termination of water supply to take effect. which the Consumer wants the termination of water supply to take effect.
- 20.2 The termination of water supply services under Clause 20.1 does not prejudice the rights of the Parties to enforce the provision for breach of contract under this Agreement.
- 20.3 The Water Distribution Licensee shall have the right to terminate the supply of water to the Consumer's Premises if a court declares that the Consumer has no legal right to occupy the premises.
- 20.4 If the Water Distribution Licensee discovers that the information provided in the Application Form is false, the Water Distribution Licensee has the right to terminate this Agreement.

- 20.5 Upon termination of water supply services under this Clause, this Agreement shall also be terminated.

21. STAMP DUTY AND COST OF AGREEMENT

Any cost and stamp duty required to be paid in respect of this Agreement shall be incurred and paid by the Consumer but each Party shall be liable for its own solicitor's cost.

22. LAWS APPLICABLE AND COMPLIANCE WITH THE LAW

- 22.1 This Agreement shall be construed in accordance with and subject to the Water Service Industry Act 2006 and the subsidiary legislation made under the Act and the Parties shall submit to the exclusive jurisdiction of the courts of Malaysia
- 22.2 The Parties shall comply with all applicable laws, orders, requirements and instructions given by any authority competent to do so under any applicable laws in Malaysia.

23. FEES, CHARGES AND COST OF SUPPLY OF WATER

- 23.1 Any fees and charges imposed on the Consumer pertaining to the water supply services pursuant to this Agreement shall be as prescribed in the Water Services Industry (Water Services Deposits, Fees and Charges) Regulations 2014.
- 23.2 Any other cost charged on the Consumer for the supply of water shall be in accordance to the provisions of the relevant laws.

24. CONFLICT

If there is a conflict between this Agreement and the Water Services Industry Act 2006, the provisions of the Act shall prevail.

25. ADDRESS

- 25.1 Any notice, demand or documents issued by the Consumer to the Water Distribution Licensee shall be addressed to—

- (a) the registered address of the Water Distribution Licensee; or
- (b) any other address notified by the Water Distribution Licensee.

- 25.2 Any notice, demand or document issued by the Water Distribution Licensee to the Consumer shall be addressed to the Consumer's last known address based on the information held by the Water Distribution Licensee.

- 25.3 The Parties shall give a fourteen days written notice to the other Party if there is any change of address.

- 25.4 Failure of the Consumer to inform the change of address under Clause 25.3 shall not affect the Consumer's obligations under this Agreement.

26. DELIVERY OF DOCUMENTS

Any notice, demand or document that is required to be delivered to any Party pursuant to this Agreement shall be in writing and presumed to be delivered—

- (a) if delivered by a Party or its solicitor through registered post to the other Party's address and presumed received after the end of the fifth day from the posting of

- the notice, demand or document; or
- (b) if delivered by a Party or its solicitor by hand to the other Party or its solicitors, it is presumed received on the date of receipt by the other Party or its solicitor.

27. TIME IS OF THE ESSENCE

Time, if mentioned in this Agreement shall be deemed to be of the essence of this Agreement.

28. APPLICATION FORM

The Application Form signed by the Consumer shall be part of this Agreement and shall be read, taken and construed as an essential and integral part in this Agreement.

29. WAIVER

Failure or delay by either Party to enforce any of its rights or remedies shall not be construed as a waiver of the rights and remedies unless such waiver of rights or remedies is made in writing and signed by the relevant Party.

30. BINDING AGREEMENT

This Agreement shall be binding on the heirs, personal representative, successor in title and permitted assigns for the Consumer and the Water Distribution Licensee.

IN WITNESS WHEREOF, the Parties hereto set their hands on the date first above written.

Signed by Water Distribution Licensee

Witnessed by

Signed by Consumer

Witnessed by